

Request for Proposals

by the

Town of Buckland

2020 CDBG Administration

- **Lower Ashfield Street Reconstruction**
- **West County Emergency Food Pantry Project**
- **Preparation of the 2021 CDBG Application**

Heather Butler, Town Administrator
Town of Buckland
17 State Street
Shelburne Falls, MA 01370
P (413) 625-6330 x 5

These projects are funded in part by a Community Development Fund Grant from the Massachusetts Department of Housing and Community Development through a grant from the U.S. Department of Housing and Urban Development

TOWN OF BUCKLAND

Request for Proposals

A. INVITATION

The Town of Buckland seeks proposals from qualified firms or organizations to provide grant administration services for its 2020 Community Development Block Grant projects, the reconstruction of Lower Ashfield Street and a social service project. The Town also requests a price proposal for additional services associated with the preparation of a 2021 CDBG application.

The maximum fee for grant administration is \$35,000.00, plus up to \$1,000.00 in administrative expenses. The maximum fee for the preparation of the 2021 grant application is an additional \$7,500.00.

A copy of the RFP may be obtained by contacting Heather Butler, Buckland Town Administrator at townadmin@town.buckland.ma.us, (413) 625-6330 x5. All questions should be directed to Heather Butler. This is not a selection based solely upon fee. Emphasis is placed on the firm's experience with the implementation of CDBG funded projects.

Proposers must submit separately one (1) copy of the technical proposal and one (1) completed price proposal form, provided by the Town in the RFP. Buckland reserves the right to reject any proposal deemed not to be in its best interest or waive minor technicalities.

The proposal must be submitted by 2:00 PM Tuesday, ~~February~~ March 23, 2021 to the Town of Buckland at 17 State St., Shelburne Falls, MA 01370. Postmarks will not be considered. Faxed and e-mail copies are not acceptable.

The technical proposal must be submitted in a sealed envelope indicating the proposer's name and address and marked in the lower left-hand corner with the following legend:

Grant Administration Services – 2020 CDBG Projects

If submitting electronically, please title the document to be attached as follows:

Grant Administration Services – 2020 CDBG Projects

One (1) signed copy of the price proposal on the form included in the RFP must be submitted in a separate sealed envelope indicating the proposer's name and address. The envelope must be marked in the lower left-hand corner with the following legend:

Grant Administration Price Proposal – 2020 CDBG Projects

If submitting electronically, please title the document to be attached as follows:

Grant Administration Price Proposal – 2020 CDBG Projects

The Town encourages Women and Minority-owned businesses to submit proposals.

B. WORK TO BE UNDERTAKEN AND PROJECT DESCRIPTION

The Town will hire a consultant to oversee the CDBG infrastructure and social service projects to ensure the projects' compliance with state and federal standards.

INFRASTRUCTURE PROJECT

The Town of Buckland will procure engineering services to provide construction administration and resident inspector services for this project.

WILLIAM LOWER ASHFIELD STREET RECONSTRUCTION IMPROVEMENTS PROJECT, PHASE II

The Lower Ashfield Street ~~Infrastructure~~ Improvements Project, will make the following improvements:

- Replace 450 LF of asphalt pavement
- Replace/reset 625 LF of existing granite curb and install 25 LF of new granite curb
- Replace 440 LF of cement sidewalks, driveway aprons and ADA ramps
- Install 600 LF of new 12" ductile iron water main which will connect to existing 12" mains on Upper Ashfield Street and Conway Street.
- Replace all water services to the property line
- Install one new fire hydrant
- Replace 30 LF of vitrified clay sewer pipe with 12" PVC pipe and 1 brick sewer manhole with a pre-cast manhole
- ~~Replacement of 450 LF of asphalt pavement~~
- ~~Replacement of 625 LF of existing asphalt curb in-kind and installation of 25 LF of new bituminous curb~~
- ~~Replacement of 440 LF of existing cement concrete sidewalk/drives/ramps with 440 LF of cement concrete.~~
- ~~Replacement of 380 LF of 6" cast iron water main with 380 LF 8" ductile iron and add 220 LF of new 8" ductile iron.~~
- ~~Replacement of 30 LF of clay / asbestos concrete / PVC with 30 feet of asbestos concrete / PVC, leaving 420 LF of existing pipe.~~
- ~~Installation of one (1) new ductile iron fire hydrant.~~
- ~~Replacement of one (1) barrel block / brick sewer manhole cover with one (1) new sewer barrel block / pre-cast sewer manhole and add one (1) new barrel block / precast sewer manhole.~~

SOCIAL SERVICE PROJECT

The West County Emergency Food Pantry Project will provide support for *Community Action of the Franklin, Hampshire, and North Quabbin Regions* to operate a site of the Center for Self-Reliance [CSR] Food Pantries in Shelburne known as the West County Emergency Food Pantry [WCEFP]. The West County Emergency Food Pantry serves LMI residents of the 11-town western Franklin County area. CDBG funds will be used to provide direct food services and outreach to Buckland beneficiaries

of the WCEFP, as well as to purchase food for LMI Buckland residents that can be retrieved from the CSR pantry in Greenfield. Three distributions a month are planned.

CDBG funding will provide the following:

- Purchase and transportation of food for consumption by LMI Buckland residents.
- Outreach and volunteer recruitment in Buckland.
- Staff and volunteer participation in community-based planning efforts related to food security.
- Three public distributions a month at the Cowell Gymnasium and two deliveries per month for Highland Village (public senior/disabled housing) residents only.

Sub-grantee/grant management: *Community Action*, a non-profit organization, is the federally designated anti-poverty agency for Franklin County. Its services have been procured for this activity; a sub-grantee agreement must be executed for the services of *Community Action*. The Town of Buckland and their Grant Consultant will be responsible for oversight of the agreement.

2021 CDBG APPLICATION

The consultant will be expected to assist with the preparation of the necessary documentation for the 2021 CDBG application, which is anticipated to be submitted in June 2021. The application may include up to three Towns and may consist of multiple projects, including infrastructure, housing rehabilitation, public housing modernization as well as social services.

The fee for these services may not exceed \$7,500.00.

Services for the preparation of the 2021 CDBG grant application include:

- Preparation of an electronic application
- Assistance to the Town in selecting projects
- Coordination of Town's income surveys process, [if required](#)
- Budget preparation
- Solicitation of other sources of funding for the projects
- Management Plans
- Coordination with Town's departments and Engineering Services consultants
- Mapping
- Attendance at public hearings
- Coordination of any permits or other approvals that are required
- Provide a copy to each Town of the application
- Social Services Plan and Procurement

C. DETAILED DESCRIPTION OF SERVICES REQUESTED

The Grant Administrator will manage the [William-Lower Ashfield](#) Street Reconstruction Project and West County Emergency Food Pantry projects, including oversight of the Community Action sub-grantee agreement. Services to be performed include:

- [□ Oversees CDBG day-to-day grant activities](#)
- [□ Prepares environmental review](#)
- [□ Monitors implementation plan and budget](#)
- [□ Acts as CDBG grants-contract officer to the Town](#)

- ☐ Provides grant fiscal-management services, maintains CGMS, enters transactions, acts as primary contact with DHCD program and fiscal representatives
- ☐ Prepares budget and program amendments for Town
- ☐ Drafts subgrantee agreement with Food Pantry services provider
- ☐ Oversees Public Services Contractor and performs onsite monitoring
- ☐ Assists Town with procurement of consultants for the projects; prepares contracts
- ☐ Coordinates Construction Contractor bidding and contracting with Project Engineer
- ☐ Attends construction and project meetings
- ☐ Oversees Consulting Engineer in budgetary and program matters
- ☐ Collects certified payrolls and employee interviews and monitors for compliance
- ☐ Serves as liaison with community groups and Select Board
- ☐ Provides staff support to Citizens' Advisory Committee
- ☐ Reviews all invoices, including from construction and public services contractors
- ☐ Keeps informed about all applicable state and federal programs and regulations
- ☐ Oversees project during construction phase for compliance with regulations
- ☐ Initiates, submits, and monitors drawdown requests
- ☐ Performs grant start-up and closeout procedures
- ☐ Prepares and submits quarterly reports to Town
- ☐ Maintains regular budget reports on all grant activities
- ☐ Reconciles fiscal records with program records and with Town Accountant and Town Treasurer
- ☐ Performs CDBG clerical duties, including typing contracts, reports, and correspondence; responds to program inquiries for the Town
- ☐ Maintains filing for all grant projects
- ☐ ~~Assists with Town audit and DHCD monitoring Administrative and policy oversight of grants through Selectmen~~
- ☐ ~~Monitors and oversees work of grant administrative team~~
- ☐ ~~Updates Selectmen on grant activities~~
- ☐ ~~Monitors compliance with all Town procurement and contracts~~
- ☐ ~~Approves all invoices for grant administration, other consultants, and project expenses before submission to Town Accountant~~
- ☐ ~~Initiates, submits, and monitors drawdown requests~~
- ☐ ~~Prepares quarterly reports for submission to DHCD~~
- ☐ ~~Hears grievances from program participants and provides written responses~~
- ☐ ~~Oversees CDBG day-to-day grant activities~~
- ☐ ~~Prepares environmental review~~
- ☐ ~~Monitors implementation plan and budget~~
- ☐ ~~Acts as CDBG grants contract officer to the Town~~
- ☐ ~~Provides grant fiscal management services, maintains CGMS, enters transactions, monitors for performance, acts as primary contact with DHCD fiscal representatives~~
- ☐ ~~Prepares budget and program amendments for Town of Buckland and DHCD~~
- ☐ ~~Oversees Public Services contractors and performs onsite monitoring~~
- ☐ ~~Attends construction and project meetings~~
- ☐ ~~Oversees Consulting Engineer in budgetary and program matters~~
- ☐ ~~Collects certified payrolls and employee interviews and monitors for compliance, reports results~~
- ☐ ~~Provides staff support to Citizens' Advisory Committee~~
- ☐ ~~Keeps informed about all applicable state and federal programs and regulations~~
- ☐ ~~Oversees project during construction phase for compliance with regulations~~
- ☐ ~~Performs grant start-up and closeout procedures~~
- ☐ ~~Maintains regular budget reports on all grant activities~~

- ~~☐ Reconciles fiscal records with program records~~
- ~~☐ Performs CDBG clerical duties, including typing contracts, reports, and correspondence; responds to program inquiries for the Towns~~
- ~~☐ Maintains filing for all grant projects~~

D. CONTRACT PERIOD

The contract period shall be from approximately April 1, 2021 until ~~March 31~~July 31, 2022.

E. PROPOSAL SPECIFICATIONS

The following items must be included in all proposals:

1. Cover page identifying this project, key contact person(s) who is authorized by the firm to answer questions on this proposal, members of the project team, phone and fax numbers, and email addresses of each.
2. Description of the background and history of the firm, consultants or subcontractors who will be used for these projects, including experience and qualifications of each individual and their resumes.
3. Five (5) examples of CDBG projects of similar scale and cost, funding source, and budget
4. Five (5) examples of successful CDBG grant applications prepared by the proposing firm during the past 3 years.
5. At least three (3) current professional references including address and phone number, including name of contact person, their phone number, the project name, type of construction, and funding sources.
6. Identification of specific experience with Massachusetts Community Development funded projects.
7. One copy of the proposer's fee proposal on the form included.
8. If a corporation then the proposal must include the corporate vote authorization form found after the Price Proposal Form.
9. The proposal must include the certifications form found in the RFP.

FILL OUT AND SUBMIT THIS FORM WITH YOUR PROPOSAL

The Consultant will provide grant administration services for the 2020 CDBG Grant until the Town and the MA DHCD has closed out the project not to exceed \$_____, and ____ cents (\$XX,XXX.XX) [*proposed fee in writing*].

In addition, the Town will reimburse the consultant for up to \$1,000.00 of administrative expenses.

Detailed Price Proposal:

PROJECT FEE	Fee
GRANT CONSULTING	
Task 1: Grant Start Up	
Task 2: Contracting for Social Services & Infrastructure Projects	
Task 3: Infrastructure Construction Bidding	
Task 4: Infrastructure Construction & Social Services Monitoring	
Task 5: Grant Closeout	
Grant Administrative Expenses	\$1,000
TOTAL GRANT ADMINISTRATION FEE	

Specify additional fees:

- (a) Fixed fee to prepare the 2021 Grant Application: \$_____.00
(b) Hourly rate for Additional services beyond the scope of the RFP: \$_____.00
(c)

Signed: _____
Position: _____
Firm: _____
Date: _____

**CORPORATE VOTE AUTHORIZING BID SUBMISSION AND SIGNATURE OF
THE CONTRACT**

**FILL OUT AND SUBMIT THIS FORM OR SIMILAR VOTE WITH PROPOSAL IF YOUR
FIRM IS A CORPORATION**

I, _____ hereby certify that I am the duly qualified and acting
Secretary of _____ and further certify that a meeting of the Directors of said company, duly
called and held on _____, 20__, at which all members were present and voting, the
following vote was unanimously passed:

VOTED: To authorize and empower _____

of this company, be and (s)he is hereby authorized to submit bids and execute contracts in the name and behalf of said
company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's
name on its behalf by such officer under seal of this company shall be valid and binding upon this company.

I further certify that the above vote is still in effect and has not changed or modified in any respect.

A true copy

ATTEST:

Place of Business:

I hereby certify that I am the Clerk of _____ and that
_____ is the elected _____ of said
company, and that the above vote has not been amended or rescinded and remain in full force and as of this date.

Clerk of _____ (*name of the company*)

CERTIFICATIONS

SUBMIT THIS FORM WITH YOUR PROPOSAL

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

Signature

Date

Typed name

Title

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

_____ authorized signatory for _____

Name of individual

Name of firm/agency/consultant

~~do hereby~~ certify under the ~~pains and~~ penalties of perjury that to the best of his/her knowledge and belief I am in compliance said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Buckland and is current with all local, state, and federal relating to taxes, reporting of employees and contractors, and withholding and remitting child support taxes and assessments.

Consultant

By:

Signature of authorized representative

Title

Date

G. EVALUATION CRITERIA

All non-price proposals will be evaluated based upon minimum and comparative criteria – and the fee proposal from that firm will be opened and negotiated. The Town will award a contract for this project to the firm(s) or individual(s) who submit(s) the most advantageous proposal based on consideration of specified evaluation and selection criteria. *The Town may at its own discretion schedule interviews after considering the proposals.*

1. Minimum criteria: Each proposal must meet all of the following criteria in order to be considered for further evaluation. Consultants shall provide a brief summary statement on the firm's responses to the issues raised for the minimum criteria.

_____ Principals must have at least three (3) years of grant administration experience dealing with CDBG projects and involve local, state, or federal funds.

_____ Provide three (3) current professional references for similar projects, including names, addresses and phone numbers.

_____ Successful experience working with neighborhood groups, town boards, and Selectmen

2. Comparative Criteria: The following rating will be used on those firms who meet the minimum evaluation criteria listed above. Those proposals that do not meet the minimum will be judged unacceptable and not reviewed any further. If a firm's any part of the proposal is determined to be unacceptable the proposal will not be reviewed further. The Town will evaluate your proposal using the following comparative criteria using the following criteria:

Highly advantageous

The proposal excels on the specific criterion

Advantageous

The proposal meets but does not exceed the evaluation standard for the criterion

Not Advantageous

The proposal does not fully meet the evaluation criteria or leaves a question or issue less than fully addressed

Does not meet

A proposal does not meet the criteria and is eliminated from further consideration

The evaluation criteria are:

A. Quality of problem identification and analysis.

The work examples presented in the firm's proposal will be evaluated in terms of their relevance to the expertise required for successful completion of the projects. Proposals should contain details of similar projects and the firm's approach and understanding of the project. The proposal should outline the firm's experience with HUD or other relevant infrastructure and social service activities. *Evaluation Criteria:* Firms that clearly articulate a work plan, which shows that they understand the community and the needs of Buckland and that clearly articulates their understanding of the projects based upon experience, background, and examples of other state or federally funded infrastructure and social service CDBG and other funded projects the firm has worked on will be considered by the Town to be **highly advantageous**. In order to get the highest possible rating for this scoring element, consultants must direct their proposals specifically to Buckland, must clearly demonstrate an understanding of the projects and must show that the proposing team has substantial experience (more than four cited infrastructure projects) with infrastructure and at least one social service project using HUD/CDBG funds. Such proposals will be considered by the Town to be **highly advantageous**. Firms that only demonstrate an understanding of the RFP and the problem identification by simply addressing or repeating the RFP conditions in their proposals will be considered **advantageous**. Firms that demonstrate that they are only qualified as consultants are **not advantageous**. Firms with no clear understanding of the problems or the communities throughout their proposals will be considered to **not meet the criteria**. ***Proposal eliminated from further consideration.***

- _____ *Highly advantageous*
 _____ *Advantageous*
 _____ *Not Advantageous*
 _____ *Does not meet, and should be eliminated*

B. Quality of References

The Town will evaluate the proposing firms' references to identify the ability of the firm to meet the project goals, timetable, and bring the project in on time and within the stated project budget. The consultant may provide current written recommendations in lieu of phone recommendations.

Evaluation Criteria: The Town will consider strong recommendations from a majority (more than 50 percent) of a firm's references to be **highly advantageous**, particularly if the previous client's projects involve CDBG, Infrastructure, and social service providers who may have a variety of funding sources. Specifically, when the Town contacts the consultant's references and the reference confirms that the firm has direct experience with infrastructure projects and social service activities, the proposal will be considered **highly advantageous**. If less than a majority of the recommendations are positive (less than 50 percent), the Town will judge the proposal only as **advantageous**. If the reference confirms that the consultant does not have significant CDBG experience then the firm's proposal will be determined to be **not advantageous**. Firms that demonstrate only that they are qualified as grants administrators are also **not advantageous**. If the reference would not hire the consultant again or it is determined that the firm has unresolved legal issues or if the Town is unable to obtain any recommendations on the firm after at least 3 attempts then the Town will judge the proposal as **not meeting the criteria**. *Proposal eliminated from further consideration.*

- _____ *Highly advantageous*
 _____ *Advantageous*
 _____ *Not Advantageous*
 _____ *Does not meet, and should be eliminated*

3. Interview. The Town, after reviewing proposals and at its sole discretion, may interview consultants who meet all of the minimum and comparative criteria. Each team must receive at least a ranking of "advantageous" in all of the criteria may be interviewed. The interview may be held to determine:

- A. The applicant's direct professional experience with similar projects and the quality of its work plan
- B. The applicant's specific details of the firm's proposed work plan. The Town's evaluators will ask questions and clarify specifics of the work plan
- C. The allocation of personnel assigned to the project by the applicant, their contribution to the project and their availability
- D. The working relationship the applicant has had with the Town, architects, social service providers and contractors.

- _____ *Highly advantageous*
 _____ *Advantageous*
 _____ *Not Advantageous*
 _____ *Does not meet, and should be eliminated*

Overall I determine that this proposal is:

- _____ *Highly advantageous*
 _____ *Advantageous*
 _____ *Not Advantageous*
 _____ *Does not meet, and should be eliminated*

Signed: _____ **Date:** _____

H. CONTRACT

DO NOT INCLUDE THIS IN YOUR PROPOSAL

CONTRACT FOR GRANT ADMINISTRATION SERVICES

TOWN OF BUCKLAND

THIS AGREEMENT was made as of the ____ day of April 2021 between the TOWN OF BUCKLAND, 17 State St., Shelburne Falls, Massachusetts 01370 (hereinafter referred to as the MUNICIPALITY) and _____ (hereinafter referred to as the CONSULTANT.)

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of Buckland, 17 State Street, Shelburne Falls, MA 01370 has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development, (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter Mass. "CDBG"), CDFA #14-228, to undertake a community development program of infrastructure and social service activities in the Town of Buckland, (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Massachusetts CDBG FY20 Grant Program objectives,

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONSULTANT: The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. SCOPE OF SERVICES: The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Buckland, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. RESPONSIBILITY OF THE MUNICIPALITY: The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to act on its behalf with respect to the project. The Town's representative is Heather Butler, Town Administrator, (413) 625-6330 x5.
4. REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other

times as required by an information request or reporting requirement of the Mass. CDBG program or contained in the Town's agreement with the State.

<u>Quarterly Reports</u>	<u>Quarter Ending</u>	<u>Due Date</u>
No. 1	March 31, 2021	April 5, 2021
No. 2	June 30, 2021	July 5, 2021
No. 3	September 30, 2021	October 5, 2021
No. 4	December 31, 2021	January 5, 2022
No. 5	March 31, 2022	April 5, 2022
No. 6	June 30, 2022	July 5, 2022

5. SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT without prior written approval of the MUNICIPALITY and DHCD.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about April 1, 2021, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by June 30, 2022.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a Grant Administration fee of \$ _____, and general expenses not to exceed \$ _____, for a total fee and general expenses in the amount not to exceed \$ _____, based on invoices, submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," as found as Attachment B. The CONSULTANT may charge up to \$ _____ for preparation of the 2021 CDBG grant application.

8. GENERAL PROVISIONS:

- 8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.1.1 Program Income: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.2. Photographic Documentation (for construction projects only): CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of grant closeout.

8.2 ACCESS TO RECORDS: The CONSULTANT will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by Shelburne or its authorized representative, including by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the revisions and requirements of this Agreements, as provided by Executive Order 195.

8.3 TERMINATION: The MUNICIPALITY may terminate the contract without cause upon fifteen (15) days written notice to the CONSULTANT via the post office as return receipt requested. In case of termination, all finished and unfinished documents and records to the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of the receipt by the CONSULTANT of the termination, according to the "Method and Schedule of Compensation," Attachments B.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement, and receives approval from DHCD prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of Vietnam Era Act (for project of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State

Executive Order 478; and Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

- 8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable as well as procedures, and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; Chapter 30B and Chapter 193 of the Acts of 2004. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient takes affirmative steps to award a fair share of contracts taken to assure that small, minority, and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.
- 8.7 EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 FAIR HOUSING: Where applicable, in addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the

provisions of State Executive Orders 215 and 526.

- 8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et.seq.) and the Copeland Anti-Kickback Act.
- 8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the provisions of Massachusetts Conflict of Interest Statute, M.G.L. c.268A, and the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss. 1501 et seq. with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.
- 8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.
- 8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.
9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMINIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.
11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.
12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by program participants, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public to public records, M.G.L. c.93H; M.G.L. c. 66 sec. 17A, and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The CONSULTANT certifies that the CONSULTANT has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

13. COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

15. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contracts or subgrants exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
16. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the governmentwide Excluded Parties List System in the System for Award Management (hereinafter “SAM”), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.
18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. . The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.
19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.
20. CERTIFICATIONS: The following Certificate of Tax Compliance, Certificate of Non-Collusion, Certification of Drug-Free Workplace, and EO 481 must be completed and submitted as part of this contract.
21. OTHER CONDITIONS: Incorporated in this contract are the Grant Application for this project, the project budget, and Special Conditions for this grant, along with the Grant Agreement between DHCD and the Town.

22. INSURANCE: The CONSULTANT shall at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnification Section. All insurance shall be by insurers and for policy limits acceptable to the Town of Buckland, and before commencement of work hereunder the CONSULTANT agrees to provide the MUNICIPALITY with certificates of insurance or other evidence satisfactory to Buckland to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the CONSULTANT shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<u>Workers' Compensation Employers' Liability</u>	<u>Statutory</u>
<u>Bodily Injury Liability (except automobile)</u>	<u>\$500,000</u>
<u>Property Damage Liability (except automobile)</u>	<u>\$1,000,000 each occurrence</u> <u>\$2,000,000 aggregate</u>
<u>Automobile Bodily Injury Liability</u>	<u>\$1,000,000 each occurrence</u> <u>\$2,000,000 aggregate</u>
<u>Automobile Property Damage Liability</u>	<u>\$1,000,000 each occurrence</u>
<u>Excess Umbrella Liability</u>	<u>\$1,000,000 each occurrence</u>

The administration and staff of the Town of Buckland shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

23. COMPLIANCE WITH LAWS:

23.01 The CONSULTANT shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the CONSULTANT where there exists conflicting ordinances on the subject.

23.02 Prospective bidders are advised that wages paid in connection with construction work is subject to Massachusetts General Laws, Chapter 149, Section 27F and Federal Wage Rate Standards under the Davis Bacon Wage laws, whichever is the higher.

24. RIGHTS AND REMEDIES: The Town of Buckland's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

25. MODIFICATION, WAIVER OR CHANGE: No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

26. ASSIGNMENT: Buckland and CONSULTANT recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.
27. SUCCESSORS AND ASSIGN: The Town of Buckland and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
28. ENTIRE UNDERSTANDING: This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
29. SEVERABILITY: In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, and then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
30. OWNERSHIP OF DOCUMENTS: The parties agree that all documents, files, and plans (paper and electronic) that are created for the project by the Consultant shall belong to the Town of Buckland.
31. DEBARMENT: The consultant by signing this document certifies that it is not debarred from conducting these services either by HUD nor the various agencies of the Commonwealth of Massachusetts.
32. FOREIGN CORPORATION: The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.
33. JURISDICTION: This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only therein and any trial shall be heard in Franklin County.
34. ATTACHMENTS: The following are attached and are an integral part of this contract:
- o The firm's proposal to the Town
 - o Attachment A - Scope of Services
 - o Attachment B - Proposed Fee Schedule
 - o Attachment C - Certifications
 - o Attachment D - HUD Financial Disclosure Form
 - o Attachment E - Insurance Documents
 - o Attachment F – EO 481

THIS AGREEMENT was made as of the ____ day of November, 2018 between the Town of Buckland, 17 State St., Shelburne Falls, Massachusetts 01370 (hereinafter referred to as the TOWN) and _____ (hereinafter referred to as the CONSULTANT.)

WITNESSETH THAT:

WHEREAS, the Town of Buckland, 17 State Street, Shelburne Falls, MA 01370 has entered into an agreement with the Commonwealth of Massachusetts' Department of Housing and Community Development, (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter Mass. "CDBG"), CDFA #14 228, to undertake a community development program of infrastructure and social service activities in the Town of Buckland, (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG FY17 Grant Program objectives,

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the TOWN of Buckland, which is incorporated which is incorporated by reference herein as Attachment A.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1 The TOWN shall designate a project representative authorized to act on its behalf with respect to the project. The Town's representative is Andrea Llamas, Town Administrator, (413) 625-6330 x5.
4. **REPORTING:** The CONSULTANT will submit written reports to the TOWN on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of the Mass. CDBG program or contained in the Town's agreement with the State.

Quarterly Reports	Quarter Ending	Due Date
No. 1	September 31, 2018	October 5, 2018 (not required)
No. 2	December 31, 2018	January 5, 2019
No. 3	March 31, 2019	April 5, 2019
No. 4	June 30, 2019	July 5, 2019
No. 5	September 31, 2019	October 5, 2019
No. 6	December 31, 2019	January 5, 2020
5. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT without prior

written approval of the TOWN and the Department of Housing and Community Development.

6. ~~TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about November 1, 2018, and shall be undertaken and completed in sequence as to assure their expeditious completion, but no later than January 31, 2020, or the date of the final quarterly report. Any written extension of time may be granted by the Town.~~

7. ~~COMPENSATION: The TOWN will pay the CONSULTANT a total fee in amount not to exceed the amount established by the CDBG grant for grant consulting services based on monthly invoices submitted in the approved form and according to the "Method and Schedule of Compensation," as found as Attachment B. The fee is \$ _____ plus reimbursement of \$ _____ of administrative expenses. The firm may charge up to \$ _____ for preparation of the 2019 CDBG grant application.~~

8. ~~GENERAL PROVISIONS:~~

8.1 ~~RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.~~

8.2 ~~ACCESS TO RECORDS: The CONSULTANT will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by Shelburne or its authorized representative, including by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the revisions and requirements of this Agreements, as provided by Executive Order 195.~~

8.3 ~~TERMINATION: The TOWN may terminate the contract without cause upon sixty (60) days written notice via the post office as return receipt requested to the CONSULTANT. In case of termination, all finished and unfinished documents shall become the property of the TOWN.~~

8.3.1 ~~In the event of termination, the CONSULTANT will be compensated for services provided to the date of the receipt by the CONSULTANT of the termination, according to the "Method and Schedule of Compensation," Attachments B.~~

8.4 ~~AMENDMENTS: This Agreement may be amended provided such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date.~~

8.5 ~~NON DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of Vietnam Era Act (for project of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113 and 227; Act Relative to Gender Identity (Chapter 199 of the Acts of 2011); and Mass. CDBG regulations, procedures or guidelines.~~

~~The CONSULTANT shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, veteran's status, handicap, sexual orientation, sexual identity and any other legally recognized protected class. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, gender, age, ancestry, veteran's status, handicap, sexual orientation, sexual identity and any other legally recognized protected class. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, gender, age, ancestry, veteran's status, handicap, sexual orientation, sexual identity and any other legally recognized protected class.~~

8.6 ~~PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in 2 CFR Part 200.318 through 200.326 and Mass. CDBG regulations, procedures, and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; Chapter 30B and Chapter 193 of the Acts of 2004. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient takes affirmative steps to award a fair share of contracts taken to assure that small, minority, and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.~~

8.7 ~~EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part~~

60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 — EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 — FAIR HOUSING: Where applicable, in addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

8.10 — LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and the Copeland Anti Kickback Act.

8.11 — CONFLICT OF INTEREST: The CONSULTANT shall adhere to the provisions of Massachusetts Conflict of Interest Statute, M.G.L. c.268A, and the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss. 1501 et seq. with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

8.12 — COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the TOWN's Grant Agreement with Mass. CDBG and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as amended from time to time, 2 CFR Part 200, all applicable State and Local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9. — AVAILABILITY OF FUNDS: The compensation provided by this agreement is subject to the continued availability of federal funds for the CDBG Program through DHCD, and to the continued eligibility of the Commonwealth and the TOWN to receive such funds.

10. ~~INDEMINIFICATION: The CONSULTANT will indemnify, and hold the Town of Buckland, its officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by the CONSULTANT pursuant to this Contract.~~
11. ~~LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.~~
12. ~~CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66 section 10, regarding access to public to public records.~~
13. ~~COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.~~
14. ~~RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.~~
15. ~~Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).~~
16. ~~Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).(f)~~
17. ~~Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.~~

18. ~~Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.~~

19. ~~CLOSEOUT: The CONSULTANT shall follow such policies and regulations that Mass. CDBG may require procedures with respect to closeout of any associated grant.~~

20. ~~CERTIFICATIONS: The following Certificate of Tax Compliance, Certificate of Non-Collusion, Certification of Drug-Free Workplace, and EO 481 must be completed and submitted as part of this contract.~~

21. ~~OTHER CONDITIONS: Incorporated in this contract are the Grant Application for this project, the project budget, and Special Conditions for this grant, along with the Grant Agreement between DHCD and the Town.~~

22. ~~INSURANCE: The CONSULTANT shall at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnification Section. All insurance shall be by insurers and for policy limits acceptable to the Town of Buckland, and before commencement of work hereunder the CONSULTANT agrees to provide the TOWN with certificates of insurance or other evidence satisfactory to Buckland to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:~~

~~"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."~~

~~For the purpose of the Contract, the CONSULTANT shall carry the following types of insurance in at least the limits specified below:~~

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation Employers' Liability	Statutory
Bodily Injury Liability (except automobile)	\$500,000
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

~~The administration and staff of the Town of Buckland shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.~~

~~23. COMPLIANCE WITH LAWS:~~

~~23.01 The CONSULTANT shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by laws and codes of the local, state and federal government, provided however, the General Specifications shall govern the obligations of the CONSULTANT where there exists conflicting ordinances on the subject.~~

~~23.02 Prospective bidders are advised that wages paid in connection with construction work is subject to Massachusetts General Laws, Chapter 149, Section 27F and Federal Wage Rate Standards under the Davis Bacon Wage laws, whichever is the higher.~~

~~24. RIGHTS AND REMEDIES: The Town of Buckland's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.~~

~~25. MODIFICATION, WAIVER OR CHANGE: No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.~~

~~26. ASSIGNMENT: Buckland and CONSULTANT recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.~~

~~27. SUCCESSORS AND ASSIGN: The Town of Buckland and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.~~

~~28. ENTIRE UNDERSTANDING: This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.~~

~~29. SEVERABILITY: In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, and then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.~~

~~30. OWNERSHIP OF DOCUMENTS: The parties agree that all documents, files, and plans (paper and electronic) that are created for the project by the Consultant shall belong to the Town of Buckland.~~

31. ~~DEBARRMENT: The consultant by signing this document certifies that it is not debarred from conducting these services either by HUD nor the various agencies of the Commonwealth of Massachusetts.~~
32. ~~FOREIGN CORPORATION: The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.~~
33. ~~JURISDICTION: This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only therein and any trial shall be heard in Franklin County.~~
34. ~~ATTACHMENTS: The following are attached and are an integral part of this contract:~~
- ~~○ The firm's proposal to the Town~~
 - ~~○ Attachment A Scope of Services~~
 - ~~○ Attachment B Proposed Fee Schedule~~
 - ~~○ Attachment C Certifications~~
 - ~~○ Attachment D HUD Financial Disclosure Form~~
 - ~~○ Attachment E Insurance Documents~~
 - ~~○ Attachment F EO 481~~

IN WITNESS THEREOF, the TOWN and the CONSULTANT have executed this Agreement under seal in triplicate as of the date above written.

For the TOWN:

By: _____
Buckland Select Board ~~of Selectmen~~

Date: _____

The CONSULTANT:

By: _____

Date: _____

Title: _____

Address: _____

Attest Certification as to the Availability of Funds:

By: _____
Title: Town Treasurer of Buckland

Date: _____

Approval as to Form Only:

By: _____
Title: Town Counsel for the Town of Buckland

Date: _____

Attest to the Procurement Method Approval of Contract as to Appropriate Procurement Method:

By: _____
Title: Procurement Officer for the Town of Buckland

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

DO NOT INCLUDE THIS IN YOUR PROPOSAL

~~The Grant Administrator will manage the infrastructure and social services projects. Services to be performed include the following:~~

The Grant Administrator will manage the William-Lower Ashfield Street Reconstruction Improvements Project and West County Emergency Food Pantry projects, including oversight of the Community Action sub-grantee agreement. Services to be performed include:

- ☐ Oversees CDBG day-to-day grant activities
- ☐ Prepares environmental review
- ☐ Monitors implementation plan and budget
- ☐ Acts as CDBG grants-contract officer to the Town
- ☐ Provides grant fiscal-management services, maintains CGMS, enters transactions, acts as primary contact with DHCD program and fiscal representatives
- ☐ Prepares budget and program amendments for Town
- ☐ Drafts subgrantee agreement with Food Pantry services provider
- ☐ Oversees Public Services Contractor and performs onsite monitoring
- ☐ Assists Town with procurement of consultants for the projects; prepares contracts
- ☐ Coordinates Construction Contractor bidding and contracting with Project Engineer
- ☐ Attends construction and project meetings
- ☐ Oversees Consulting Engineer in budgetary and program matters
- ☐ Collects certified payrolls and employee interviews and monitors for compliance
- ☐ Serves as liaison with community groups and Select Board
- ☐ Provides staff support to Citizens' Advisory Committee
- ☐ Reviews all invoices, including from construction and public services contractors
- ☐ Keeps informed about all applicable state and federal programs and regulations
- ☐ Oversees project during construction phase for compliance with regulations
- ☐ Initiates, submits, and monitors drawdown requests
- ☐ Performs grant start-up and closeout procedures
- ☐ Prepares and submits quarterly reports to Town
- ☐ Maintains regular budget reports on all grant activities
- ☐ Reconciles fiscal records with program records and with Town Accountant and Town Treasurer
- ☐ Performs CDBG clerical duties, including typing contracts, reports, and correspondence; responds to program inquiries for the Town
- ☐ Maintains filing for all grant projects
- ☐ ~~Assists with Town audit and DHCD monitoring~~ Administrative and policy oversight of grants through Selectmen
- ☐ ~~Monitors and oversees work of grant administrative team~~
- ☐ ~~Updates Selectmen on grant activities~~
- ☐ ~~Monitors compliance with all Town procurement and contracts~~
- ☐ ~~Approves all invoices for grant administration, other consultants, and project expenses before submission to Town Accountant~~
- ☐ ~~Initiates, submits, and monitors drawdown requests~~
- ☐ ~~Prepares quarterly reports for submission to DHCD~~
- ☐ ~~Hears grievances from program participants and provides written responses~~

- ☐ Oversees CDBG day-to-day grant activities
- ☐ Prepares environmental review
- ☐ Monitors implementation plan and budget
- ☐ Acts as CDBG grants contract officer to the Town
- ☐ Provides grant fiscal management services, maintains CGMS, enters transactions, monitors for performance, acts as primary contact with DHCD fiscal representatives
- ☐ Prepares budget and program amendments for Town of Buckland and DHCD
- ☐ Oversees Public Services contractors and performs onsite monitoring
- ☐ Attends construction and project meetings
- ☐ Oversees Consulting Engineer in budgetary and program matters
- ☐ Collects certified payrolls and employee interviews and monitors for compliance, reports results
- ☐ Provides staff support to Citizens' Advisory Committee
- ☐ Keeps informed about all applicable state and federal programs and regulations
- ☐ Oversees project during construction phase for compliance with regulations
- ☐ Performs grant start up and closeout procedures
- ☐ Maintains regular budget reports on all grant activities
- ☐ Reconciles fiscal records with program records
- ☐ Performs CDBG clerical duties, including typing contracts, reports, and correspondence; responds to program inquiries for the Towns
- ☐ Maintains filing for all grant projects

ATTACHMENT B
FEE SCHEDULE
GRANT CONSULTING SERVICES

DO NOT INCLUDE THIS IN YOUR PROPOSAL

The Consultant will provide grant administration services for the 2020 CDBG Grant until the Town and the MA DHCD has closed out the project not to exceed \$_____, and ____ cents (\$XX,XXX.XX) [*proposed fee in writing*].

In addition the Town will reimburse the consultant for up to \$1,000.00 of administrative expenses.

Detailed Price Proposal:

PROJECT FEE	Fee
GRANT CONSULTING	
Task 1: Grant Start Up	
Task 2: Contracting for Social Services & Infrastructure Projects	
Task 3: Infrastructure Construction Bidding	
Task 4: Infrastructure Construction & Social Services Monitoring	
Task 5: Grant Closeout	
Grant Administrative Expenses	\$1,000
TOTAL GRANT ADMINISTRATION FEE	

Specify additional fees:

- (a) Fixed fee to prepare the 2021 Grant Application: \$_____.00
- (b) Hourly rate for Additional services beyond the scope of the RFP: \$_____.00
- (c)

ATTACHMENT C
CERTIFICATIONS

DO NOT INCLUDE THIS IN YOUR PROPOSAL

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

Signature	Date
Typed name	Title
Name of Business	

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

<u>authorized signatory for</u>	
<u>Name of individual</u>	<u>Name of firm/agency</u>

certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Consultant
By:

Signature of authorized representative	Title	Date
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CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

<u>authorized signatory for</u>	
<u>Name of individual</u>	<u>Name of consultant</u>

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Buckland and is current with all local, state, and federal taxes and assessments.

Consultant

By:

Signature of authorized representative

Title

Date

ATTACHMENT D
HUD FINANCIAL DISCLOSURE FORM

DO NOT INCLUDE THIS IN YOUR PROPOSAL

FINANCIAL DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM

APPLICANT: Town of Buckland
Street

PROJECT: CDBG PROJECTS – ~~William-Lower Ashfield~~
-Improvements Reconstruction
and Food Pantry

Any applicant (city or town government, or subrecipient) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
		Grant Administration	

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person, who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature _____

Date: _____


THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.

ATTACHMENT E
INSURANCE POLICY BINDER PROVIDED BY THE FIRM

DO NOT INCLUDE THIS IN YOUR PROPOSAL

ATTACHMENT F – EO 481

DO NOT INCLUDE THIS IN YOUR PROPOSAL

<p>COMMONWEALTH OF MASSACHUSETTS EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS</p> <p>CONTRACTOR LEGAL NAME: CONTRACTOR VENDOR/CUSTOMER CODE:</p>	<p>Issued March 2007</p> 
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INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____	Date: _____
Contractor Authorizing Signature	

Print Name	
Title: _____	Telephone: _____
Fax: _____	Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.